

WASTEWATER TREATMENT FACILITY FEE AGREEMENT

THIS WASTEWATER TREATMENT FACILITY FEES AGREEMENT (“Agreement”) is entered into effective this ____ day of _____, 2024, between the TOWN OF ALPINE, a Wyoming municipality, P.O. Box 3070, Alpine, Wyoming 83128 (“Town”), and GET DOWN, LLC, a Wyoming limited liability company, d/b/a Melvin Brewing Company, 624 County Road 101, Alpine, Wyoming 83128 (“Melvins”); (individually, a “Party”, and jointly, the “Parties”).

WHEREAS, Melvins operates a brewery and brew pub located in the Town of Alpine, Wyoming; and

WHEREAS, the Town has constructed and operates a wastewater treatment facility to treat wastewater generated by residents and businesses within the Town of Alpine (“Wastewater Facility”); and

WHEREAS, the Town is now constructing a wastewater pre-treatment facility to pretreat wastewater generated by Melvin Brewing Company (“Pre-treatment Facility”); and

WHEREAS, the Town has enacted a schedule of wastewater fees for residents and business connected to the Facility; and

WHEREAS, Alpine and Melvin have reached agreement on a fee for Melvins’ connection to the Wastewater Facility and the Pre-treatment Facility for pre-treatment and treatment of wastewater generated by Melvins as set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration by the Parties, receipt of which is hereby acknowledged by each Party to this Agreement, the Parties agree as follows:

1. **FLAT FEE.** The Town agrees to accept from Melvins a flat fee of One Hundred Forty-Four Thousand Dollars (\$144,000.00) per year for the pre-treatment and treatment of routine wastewater generated by Melvins’ operations of its brewery and brew pub (the “Wastewater Fee”). The Wastewater Fee shall be deemed adequate to cover all costs associated with pre-treatment and treatment of wastewater that is routine wastewater discharged from Melvins’ current operations, including all actual and potential costs associated with running the Pre-treatment Facility and the Wastewater Facility, including but not limited to all labor, operating supplies, operating costs, waste wastewater processing fees, sludge hauling, lab analysis, energy costs and any other additional fees not specifically outlined here.

2. **LOG OF MELVINS’ DISCHARGES.** Both Parties shall maintain a daily log of Melvins’ discharges into the Pre-Treatment Facility and the Wastewater Facility.

3. **DISCHARGE SURCHARGE.** For the pre-treatment and treatment of wastewater that is non-routine wastewater discharged from Melvins' current operations, which is wastewater originating from Melvins that requires additional treatment beyond routine Wastewater Facility and Pre-treatment Facility operations ("High Strength Discharge Events") Melvins agree to the following:

a. Either Party will notify the other Party if a daily log indicates that High Strength Discharge Event may have occurred.

b. Immediately upon discovery of the possibility of a possible High Strength Discharge Event, or upon notice from Alpine of a possible High Strength Discharge Event, Melvin Brewing agrees to review of its discharge(s). Within five (5) business days of the discovery of a suspected High Strength Discharge Event, the Town of Alpine will provide written documentation of the suspected discharge. Melvins will then have ten (10) business days to provide a written response, which shall include a report of corrective actions taken or to be taken. If Melvins fails to provide a timely written response, Melvins shall owe the Town a surcharge fee of Two Hundred Fifty Dollars (\$250.00) per calendar day thereafter until written response is received.

c. Upon Melvins' filing of its written response, as outlined above, Melvins and the Town shall work together, both acting in good faith, to calculate the additional surcharge fee due to the Town to cover the actual expenses incurred by the Town as a result of the High Strength Discharge Event. Upon the Parties' agreement on those costs and the reimbursement due, Melvins shall reimburse the Town for those expenses as an additional surcharge fee. The additional surcharge fee shall be paid to the Town by Melvins within thirty (30) days of agreement on the amount of the fee due.

d. Upon the occurrence of any High Strength Discharge Event, the Parties agree to consult together to develop strategies to reduce or prevent future occurrences of a High Strength Discharge Event.

4. **AGREEMENT TERM.** This Agreement will be binding upon execution, but the Agreement term of one (1) year shall run from the date the Pre-treatment Facility becomes operational, which date shall be identified by the Town through written notice to Melvins. This Agreement is intended only to establish the terms of the Town's wastewater treatment from Melvins for the one-year period and shall not be extended without written agreement of the Parties.

5. **FEE PAYMENTS.** Melvins shall pay the Wastewater Fee to the Town in monthly installments of Twelve Thousand Dollars (\$12,000.00). The Wastewater Fee shall be paid on or before the tenth (10th) day of each month during the term of this Agreement. Any late payment shall be subject to a late payment fee of 1.5% of the amount remaining unpaid.

6. **COOPERATION.** Melvins and the Town agree to cooperate in evaluating Facility operations to identify efficiencies that will reduce Wastewater Facility and Pre-treatment Facility operating costs benefitting both Parties.

7. GENERAL PROVISIONS.

a. SUPERSEDING AGREEMENT. This Agreement supersedes any previous agreements between the Town and Melvins, or between the Town and the previous owner of the brewery and brew pub.

b. ENTIRE AGREEMENT. This Agreement constitutes the complete and entire understanding of the Parties concerning the subject matter of this Agreement. Neither party shall be bound by or be liable for any statements, warranties, guarantees, or representations not set forth in this Agreement which may have been made by any agent, employee, or other person representing or purporting to represent a Party to this Agreement.

c. PERSONS BOUND BY THIS AGREEMENT. This Agreement shall be binding upon the Parties and their successors and assigns. The rights and obligations of any Party to this Agreement may be exercised or satisfied by that Party's legal representative. The obligations of the Parties set forth herein shall not create any rights in and/or obligations to any other persons or parties other than the Town and Melvins and their successors and assigns. The Parties and their successors and assigns alone shall be entitled to enforce or waive any provisions of this Agreement.

d. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement shall be construed to create any partnership, joint venture, or fiduciary relationship between the Parties except as expressly provided in this Agreement.

e. MODIFICATION. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the Parties.

f. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered as an original of the Agreement. All executed counterparts shall constitute, and shall have the force and effect, of one and the same document, and shall be binding upon those who execute the Agreement, regardless of whether all Parties execute the same document.

g. FACSIMILE OR ELECTRONIC SIGNATURES. Facsimile or electronic signatures on this Agreement and any amendments thereto shall be considered binding.

h. GOVERNING LAW. The laws of the State of Wyoming shall govern the provisions of this Agreement.

i. SEVERABILITY. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

j. SOVEREIGN IMMUNITY. The Town does not waive sovereign immunity by entering into this Agreement, and except for Melvins' right to enforce the terms of this

Agreement, the Town specifically retains immunity and all defenses available to it pursuant to law, including governmental immunity.

k. NO RECORDATION. This Agreement shall not be recorded.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as of the date entered above.

TOWN OF ALPINE,
a Wyoming municipality

BY: _____
ERIC GREEN, MAYOR

ATTEST: _____
MONICA CHENAULT, TOWN CLERK/ TREASURER

GET DOWN, LLC,
a Wyoming limited liability company

BY: _____
COLBY COX, MEMBER